



155

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CR-36-2026 (O&M)

Date of Decision : 20.01.2026

Varinder Pal Singh Virk

... Petitioner(s)

Versus

M/s Vikas Traders

... Respondent(s)

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Jatinder Nagpal, Advocate for the petitioner.

ALKA SARIN, J. (Oral)

1. The present revision petition has been filed under Article 227 of the Constitution of India challenging the impugned order dated 17.11.2025 (Annexure P-1) passed by the Commercial Court at Ambala whereby the application for leading additional evidence filed by the plaintiff-petitioner has been dismissed.

2. Brief facts relevant to the present *lis* are that the plaintiff-petitioner had filed a suit for permanent injunction for directing the defendant-respondent not to divert the payments from Housing Board Haryana to their bank account and for mandatory injunction to act as per the agreement dated 08.01.2015 and return the amount already received by the defendant-respondent i.e. ₹12 Lakhs, ₹21,62,000/-, ₹40 Lakhs as partial payment of final bill released to defendant-respondent and not to handover the cheque as and when received regarding ₹36,58,000/-. The suit was also filed for recovery of ₹1,44,06,000/-. The case set up by the plaintiff-petitioner was that the

defendant-respondent through its Proprietor had been awarded a contract for construction of 417 EWS triple storey flats of BPL Categories including Public Health Services, Internal Electrical Installation, Sector 29, West City, Kaithal by Executive Engineer, Housing Board, Haryana, Panchkula. The defendant-respondent entered into an agreement dated 08.01.2015 with the plaintiff-petitioner dated for completion of the contract on the terms and conditions mentioned therein. The plaintiff-petitioner was also appointed as an attorney vide SPA dated 08.01.2015. It was further the case set up that as per the agreement, all the amounts spent on the construction would be borne by the plaintiff-petitioner and the defendant-respondent would have a right to the extent of 2% commission only. It was further the case set up that payment towards the bills/final bills shall be transferred to the account of the defendant-respondent in United Bank of India, Branch Kaithal and this account was to remain operational till the final payment of RA Bills/final bills and security deposit to be released by the Housing Board, Haryana and further that the SPA would also remain in force till the final realization of the bills. It was further the case set up in the plaint that the SPA was cancelled and operation of account at Kaithal was also cancelled, the defendant-respondent had given instructions to the Housing Board, Haryana to divert all the payments of Kaithal Project (RA) to his Narwana Bank Account. The plaintiff-petitioner led his evidence after availing about 20 opportunities before the suit was converted into a commercial suit and 03 opportunities thereafter i.e. after the conversion of the suit into commercial suit. One Ashwani, Clerk from the office of Housing Board, Haryana, was examined as PW3 earlier and after the plaintiff-petitioner's evidence had been closed, an application was moved for additional evidence to summon the Clerk from the office of Housing Board,

Haryana, Panchkula alongwith the running bills statement for the work of 417 EWS Flats for BPL families at Kaithal. Reply was filed to the said application. The application was dismissed vide the impugned order dated 17.11.2025 (Annexure P-1). Hence, the present revision petition.

3. Learned counsel for the plaintiff-petitioner would contend that the running bills statement could not be produced despite due diligence as this record was not within the knowledge of the plaintiff-petitioner at the time of his evidence and he came to know about the existence of this record when he obtained the same from the Accounts Branch of Housing Board, Haryana, Panchkula.

4. Heard.

5. In the present case, the suit is a commercial suit in which the plaintiff-petitioner had already availed numerous opportunities to lead his evidence. Earlier Ashwani, Clerk from the office of Housing Board, Haryana, Panchkula, had been summoned and was examined as PW3. The argument of the learned counsel that the running bills statement was not to his knowledge cannot be accepted as Work Order-cum-Sub Contract Agreement between the plaintiff-petitioner and the defendant-respondent which has been handed over in Court today itself reveals that the construction material like cement and steel will be supplied by the Housing Board, Haryana, Panchkula and to be recovered from RA bills/final bills as per actual consumption and, hence, it cannot be said that it was not within the knowledge of the plaintiff-petitioner that the RA bills/final bills are to be prepared by the Housing Board, Haryana, Panchkula.

6. In view of the above and especially keeping in view the fact that the present is a commercial suit, I do not find any merit in the present revision

petition and the same is accordingly dismissed. Pending applications, if any, also stand disposed off.

7. It is made clear that any observation made herein shall not be treated as an expression of opinion on the merits of the case.

20.01.2026
Yogesh Sharma

(ALKA SARIN)
JUDGE

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO